

**PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION**

**POLICY RESOLUTION NUMBER TWELVE**

**STORAGE SPACE**

**RELATING TO RULES AND REGULATIONS  
ON USE OF STORAGE SPACE**

**WHEREAS**, Article III, Section Two, of the Parkfairfax Condominium Unit Owners Association Bylaws assigns the Board of Directors with “. . . all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association,” and further states that the Board of Directors “. . . may do all such acts and things as are not by the Condominium Act, The Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; **AND**

**WHEREAS**, Article V, Section Eight of the Parkfairfax Condominium Unit Owners Association Bylaws places certain restrictions on use and common elements; **AND**

**WHEREAS**, Article III, Section Two of the Parkfairfax Declaration permits the Board of Directors to “. . . designate from time to time certain Common Elements as Reserved Common Elements”; **AND** “Grant reserved rights therein to the Unit Owners Association and to any or less than all of the unit owners”; **AND** “Establish a reasonable charge to such unit owners for the use and maintenance thereof . . .” **AND**

**WHEREAS**, the Board of Directors deems it necessary and desirable to establish certain rules for use of the limited common element and reserve common element storage areas in attics, storage bins and closets and other storage areas in order to protect the interests of the unit owners as well as the Association; **AND**

**WHEREAS**, there exist surplus storage spaces in the common element laundry and storage rooms and the Association wishes to provide methods for assignment of such surplus storage spaces as Reserved Common Elements;

**NOW THEREFORE, BE IT RESOLVED THAT** the Board of Directors does establish and provide the following rules and regulations on use of storage facilities;

**GENERAL RESTRICTIONS**

1. The general restrictions contained in Article V, Section Eight, of the Parkfairfax Condominium Unit Owners Association Bylaws are hereby incorporated by reference into this resolution.
2. The Association, all members of the Board of Directors, any and all agents of the

Association and any unit owner shall be indemnified and held harmless in the event of injury, accident, illness or damage in connection with the use of any storage facility, except that caused by gross negligence.

3. The Association, all members of the Board of Directors and any and all agents of the Association and any unit owner shall not be considered a bailee of any personal property stored in storage areas, whether or not exclusive possession of the particular area is given to a unit owner for storage purposes, and shall not be responsible for the security of such personal property or for loss or damage thereto whether or not due to negligence.
4. Neither the Association, any member of the Board of Directors, any and all agents of the Association, nor any unit owner should be considered a bailee of any personal property stored in said storage space, under any circumstance, and neither the Association, any members of the Board of Directors, any and all agents of the Association, nor any unit owner is responsible for the security of such personal property while in said storage space. The Association, all members of the Board of Directors, any and all agents of the Association, and any unit owner shall be indemnified and held harmless for any loss or damage to personal property stored in said storage space, whether or not due to negligence. The Association, all members of the Board of Directors, and any an all agents of the Association shall be indemnified and held harmless in the event of any injury, accident, illness or damage in connection with the use of any storage space.
5. Any owner or resident assigned a Reserved Common Element Storage Space shall sign an indemnification and waiver agreement substantially in the form of Exhibit B (2) appended to this resolution.

#### **PART I - ATTIC STORAGE**

1. The Attic Storage Space is for storage only; no living use is permitted.
2. No flammable fuels, wastes, or materials may be stored in any Attic Storage Space.
3. No structural changes to the Attic Storage Space will be permitted.
4. Prior application to and approval of the Covenants Committee is required for any wiring or lighting to be added to attic storage areas.
5. The Association and the Board assume no liability whatsoever for any damage to any materials stored in the Attic Storage Area, or for work done.
6. For reasons of fire code and ventilation requirements, no solid partitions are permissible.
7. Flooring will be permitted.
8. One light will be permitted, but it should be no greater than sixty (60) watts.

9. Stairway installations will be permitted.
10. No finishing of rafter and roof structure are permitted.
11. Asbestos is present as wrapping on the abandoned heating pipe system and may constitute a health hazard if disturbed. Because asbestos is present owners are strictly prohibited from performing any construction work in the attic storage area including placement of permanent flooring (number 7 above - as of 1/27/93); installation of lighting (number 8 above - as of 3/22/95); placement of added insulation (as of 3/22/95); or, the installation of any attic fans (as of 3/22/95). The Board of Directors will review these prohibitions at such time as an asbestos abatement program has been accomplished.

## **PART II - LIMITED COMMON ELEMENT STORAGE**

Units not having access to an attic are granted Limited Common Element Storage in either a storage bin or storage closet and such bin/closet becomes appurtenant to their unit. Storage spaces were originally designated by the developer of Parkfairfax and may from time to time, be administratively reassigned.

Limited Common Element Storage spaces may be reassigned by the General Manager either at the request of the unit owner whose unit is appurtenant to such space or for reasons of security or general administration. The restrictions contained in numbers 1,2,3,6, and 7 of Part I - Attic Storage are herewith incorporated into this part.

## **PART III - ADDITIONAL COMMON ELEMENT STORAGE**

The Board of Directors designates surplus storage bins, as determined by the General Manager, as Reserved Common Elements, subject to the following terms and limitations:

1. **LIMITS:** Additional Reserved Common Element Storage Spaces may be granted to any resident. All applicable provisions of the Condominium Instruments and any rules and regulations pertaining to Limited Common Element Storage Spaces shall apply to this Additional Reserved Common Element Storage Space.
2. **AGREEMENT FORM:** A resident wishing an Additional Reserved Common Element Storage Space must complete, sign and comply with the Additional Storage Space Agreement attached as Exhibit B1 to this resolution.
3. **FEE:** A fee for the rights to use an Additional Reserved Common Element Storage Bin or Storage Closet shall be approved by the Board of Directors. A Fee Schedule shall be attached to this resolution as Exhibit A and may, from time to time, be revised by the Board of Directors without notice to unit owners. Bins and Closets may be leased for periods of six (6) months or one (1) year. Fees are payable in advance at the time such right of use is granted to the lessee. The right is renewable at the fee prevailing at the time of renewal. Sixty (60) days prior to the expiration of the grant to use an Additional Reserved Common Element Storage Space, the lessee shall be sent, by regular mail,

written notice of the impending expiration. The lessee must complete the Additional Storage Space Agreement, attached hereto as Exhibit B2, and submit the prevailing fee in advance as outlined in this paragraph.

4. **NO REFUNDS:** If the right to the Additional Reserved Common Element Storage Space is surrendered at any time during the period in which it was granted, no refund will be made of any unused portion of the fee. The right to use an Additional Reserved Common Element Storage Space is subject to termination by either party without cause, upon thirty (30) days written notice.
5. **RESPONSIBILITIES OF THE LESSEE:** All provisions of the Bylaws and any rules and regulations imposed by the Association on the use of storage space, whether appurtenant to a unit or not, apply to the Additional Reserved Common Element Storage Space. The Association shall be held harmless and indemnified from and against any damage, loss or destruction of any item placed in the Additional Reserved Common Element Storage Space, or damage to other property or storage areas caused by items stored within the Additional Storage Space. Items left in Additional Reserved Common Element Storage Spaces after expiration of the Additional Storage Space Agreement shall be deemed abandoned and disposed of in a manner prescribed by the General Manager.
6. **INSURANCE:** Nothing shall be placed in the Additional Storage Space which would increase liability of the Association.
7. **PRIORITIES:** The General Manager shall assign Additional Storage Areas in line with reasonable priorities approved by the Board of Directors.

#### **PART IV - BICYCLE COMMON ELEMENT STORAGE**

1. **BICYCLE STORAGE:** The Association may provide bicycle racks in selected laundry facilities at the discretion of Management. Bicycles must be properly secured in a rack and identified by a permit sticker issued by Management. Fees for a bicycle storage permit sticker shall be set by the Board of Directors in Exhibit A (Fee Schedule) and may, from time to time, be amended without notice to the owners. Any bicycle stored improperly or without the required storage permit sticker and not claimed will be removed and disposed of as provided herein.
2. **OTHER STORAGE:** Nothing of any kind or nature, except bicycles (as stated in 4.A above), may be placed for the purpose of storage for any period of time within common element laundry rooms.

#### **PART V - REMOVAL OF ITEMS FROM STORAGE AREAS**

Removal of items from the storage areas shall be accomplished in the following manner.

1. Items that are considered to be improperly or illegally placed in a storage area shall

include, but not be limited to, those items blocking aisles or hindering easy access within a storage area; or those items not allowed by the rules and regulations of the Parkfairfax Condominium or by city code; or those items stored without permission in an Association owned storage space. Those items not claimed will be disposed of properly.

2. After determining an item is improperly or illegally placed in a storage area, Management shall affix, either to the item or in the general vicinity a notice substantially in the same form as Exhibit C or C1 to this resolution which, at minimum, gives a specific period of time in which the item must be removed from the area.
3. If the item is not removed within the time period specified on the notice Management shall remove the item and place it in a storage facility owned by the Association for a time period of sixty (60) days. Further, Management shall place a notice in the general vicinity wherein such item was improperly or illegally stored substantially in the same form as Exhibit D to this resolution, which, at minimum, gives a brief description of the item, the time and reason for removal and notice of methods of retrieval. There shall be a charge for retrieval of such item which may, from time to time, be revised by the Board of Directors without notice to the owners and included in Exhibit A (Fee Schedule). Any unclaimed items shall be disposed of in a manner prescribed by the General Manager.
4. Management shall, in all cases, keep detailed records of item(s) removed from a storage area including any serial numbers, complete description and date removed.

#### **PART VI - COMMERCIAL STORAGE RENTAL**

The Board of Directors may from time to time, lease large storage facilities or combinations of smaller storage facilities for commercial purposes. Such rental must be for a period of at least six (6) months and must be represented by a signed leasing agreement.

**EXHIBIT A**

**POLICY RESOLUTION NUMBER TWELVE**

**STORAGE SPACE**

**FEE SCHEDULE**

Rental Fee

Bin	Six Months	\$100.00
	One Year	\$200.00
Half Bin	Six Months	\$85.00
	One Year	\$169.00
Closet	Six Months	\$113.00
	One Year	\$225.00
Goods Retrieval Fee		\$65.00
Bike Storage Permit Fee		\$5.00
Commercial Rental Fee		Negotiated

**EXHIBIT B**

**PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION**

**ADDITIONAL RESERVED COMMON ELEMENT  
STORAGE SPACE AGREEMENT**

Building # \_\_\_\_\_ Rental Period From \_\_\_\_\_  
Bin # \_\_\_\_\_ through \_\_\_\_\_  
Closet # \_\_\_\_\_

An additional storage space is made available to the lessee named below, subject to the following limitations and agreements:

**LENGTH OF RIGHT TO USE ADDITIONAL RESERVED COMMON ELEMENT STORAGE SPACE:** The lessee is granted the right to use the Additional Reserved Common Element Storage Space for a period of six or twelve months from the first day of the month in which this agreement is made. This right is renewable at the prevailing fee, upon completion of this agreement and payment of the fee. This agreement is subject to termination by either party without cause, upon thirty (30) days written notice.

**FEE:** The lessee will pay the Association six or twelve months in advance for the right to use the Additional Reserved Common Element Storage Space. The rental fee is listed below. **No refund shall be made of any unused portion of this fee.**

Storage Closets:	6 months - \$113.00	Storage Bins:	6 months - \$100.00
	12 months - \$225.00		12 months - \$200.00

**RESPONSIBILITIES OF THE LESSEE(S):** All provisions of the Bylaws and any Rules and Regulations imposed by the Association on the use of storage spaces, including attic spaces or bins, apply to the Additional Reserved Common Element Storage Space. The Lessee(s) agrees to comply with these limitations. The Lessee(s) shall hold harmless and indemnify the Association for and against any liability, damage, obligation or loss or destruction of the items placed in the Additional Reserved Common Element Storage Space, or damage to other property or storage spaces caused by items stored within the Additional Reserved Common Element Storage Space.

**LOCKS:** The lessee will provide a lock placed on the Additional Reserved Common Element Storage Space. The Association shall have the right to cut or remove any such lock if necessary.

**INSURANCE:** The lessee shall not place in the Additional Reserved Common Element Storage Space any items, material or substance which might increase the insurance liability or exposure of the Association. Such materials include gasoline, fuel oil, chemicals or flammable materials.

I have read the above terms and limitations, and agree to comply with them. I have received \_\_\_\_\_ key(s) to the Additional Reserved Common Element Storage Space listed above.

\_\_\_\_\_  
SIGNATURE OF LESSEE

BUILDING/ADDRESS OF LESSEE

\*\*\*\*\*

Received: // Check // Cash in the amount of \$

Received by: \_\_\_\_\_

Staff Signature

**EXHIBIT B (1)**

**PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADDITIONAL RESERVED COMMON ELEMENT STORAGE SPACE  
RENEWAL/AGREEMENT NOTICE**

Date \_\_\_\_\_

Date Due \_\_\_\_\_

Building # \_\_\_\_\_

Rental Period from \_\_\_\_\_

Closet# \_\_\_\_\_

To \_\_\_\_\_ or \_\_\_\_\_

Bin# \_\_\_\_\_

Amount Due \_\_\_\_\_ or \_\_\_\_\_

**LENGTH OF RIGHT TO USE ADDITIONAL RESERVED COMMON ELEMENT**

**STORAGE SPACE:** The lessee is granted the right to use the Additional Reserved Common Element Storage Space for a period of six or twelve months from the first day of the month in which this agreement is made. This right is renewable at the prevailing fee, upon completion of this agreement and payment of the fee. This agreement is subject to termination by either party without cause, upon thirty (30) days written notice.

**FEE:** The lessee will pay the Association six or twelve months in advance for the right to use the Additional Reserved Common Element Storage Space. The rental fee is listed below. **No refund shall be made of any unused portion of this fee.**

Storage Closets:	6 months - \$113.00	Storage Bins:	6 months - \$100.00
	12 months - \$225.00		12 months - \$200.00

**Please Note:** All other terms and conditions of the original storage space agreement signed \_\_\_\_\_, shall remain in full force and effect.

// I wish to renew rental of Additional Reserved Common Element Storage. I have read the above terms and limitations and agree to comply with them.

// I do not wish to renew rental of Additional Reserved Common Element Storage listed above.

\_\_\_\_\_  
SIGNATURE OF LESSEE

\_\_\_\_\_  
ADDRESS OF LESSEE

PRINTED NAME OF LESSEE

DATE

\*\*\*\*\*

(Office use only)

Received: // Check // Cash                      Amount

Received by: \_\_\_\_\_  
- STAFF SIGNATURE

**EXHIBIT B(2)**

**PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION**

**STORAGE SPACE INDEMNIFICATION AND WAIVER**

I, \_\_\_\_\_, hereby acknowledge that I am an owner or resident of a unit at Parkfairfax Condominium and, pursuant to Policy Resolution No. Twelve, duly adopted by the Board of Directors of the Parkfairfax Condominium Unit Owners Association, have been assigned an Additional Reserved Common Element Storage Space, or a Bicycle common Element Storage Space.

I further acknowledge that I have read Policy Resolution No. Twelve and agree that I, and all persons using the storage space assigned to me, shall comply with and be bound by all terms of Policy Resolution No. Twelve and any and all Rules and Regulations duly adopted by the Board of Directors relating to said storage space.

I further acknowledge that I have been advised that the Association, all members of the Board of Directors, and any and all agents of the Association, hereby disclaim any and all implied warranties with respect to the storage space; that no express warranties are made with respect to said storage space unless contained herein in writing; and that no representations have been made regarding the condition of said storage space, other than those representations contained in Policy Resolution No. Twelve.

I acknowledge that neither the Association, all members of the Board of Directors, any and all agents of the Association, nor any unit owner are not considered to be a bailee of any personal property stored in said storage space, under any circumstance, and I acknowledge that neither the Association, all members of the Board of Directors, any and all agents of the Association, nor any unit owner is responsible for the security of such personal property while in said storage space. I agree to indemnify and hold harmless the Association, all members of the Board of Directors, any and all agents of the Association, and any unit owner for any loss or damage to personal property stored in said storage space, whether or not due to negligence.

I further agree to indemnify and hold harmless the Association, all members of the Board of Directors, and any and all agents of the Association in the event of any injury, accident, illness or damage in connection with the use of any storage space.

This indemnification and waiver remains in effect for as long as I have assigned to me any Additional Reserved Common Element Storage Space pursuant to Policy Resolution No. Twelve.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit Address

\_\_\_\_\_  
Printed Name

**EXHIBIT C**

**NOTICE**

// STORING OF PERSONAL ITEMS IN THE LAUNDRY ROOM IS A VIOLATION OF THE PARKFAIRFAX BYLAWS AND OR RULES.

// STORING OF ITEMS OUTSIDE THE BINS IN THE STORAGE ROOMS IS IN VIOLATION OF THE PARKFAIRFAX BYLAWS AND OR RULES.

IF THESE ITEMS ARE NOT REMOVED WITHIN SEVENTY-TWO (72) HOURS, THE ASSOCIATION WILL HAVE THEM REMOVED OR IMPOUNDED. **THERE WILL BE A \$65.00 FEE TO RECLAIM THE ITEM.** IF REMOVED OR IMPOUNDED ITEMS ARE NOT CLAIMED WITHIN SIXTY (60) DAYS, THEY WILL BE PRESUMED ABANDONED AND DISPOSED OF.

Location \_\_\_\_\_

Date \_\_\_\_\_

Posted by \_\_\_\_\_

Time \_\_\_\_\_

Description of items:

**EXHIBIT C (1)**

THIS BIN/CLOSET IS THE PROPERTY OF THE ASSOCIATION. IT IS PRESENTLY

BEING IMPROPERLY USED FOR PRIVATE STORAGE. THE ASSOCIATION HAS PADLOCKED THIS BIN/CLOSET. TO RETRIEVE THE IMPROPERLY STORED ITEMS, PLEASE CALL THE ASSOCIATION OFFICE WITHIN SIXTY (60) DAYS OF THE DATE OF THIS NOTICE. THERE WILL BE A \$65.00 FEE TO RECLAIM THE ITEMS. IF THESE ITEMS ARE NOT CLAIMED WITHIN SIXTY (60) DAYS, THEY WILL BE DISPOSED OF.

LOCATION:

DATE/TIME NOTICE GIVEN:

POSTED BY:

**EXHIBIT D**

**60 - DAY NOTICE**

THE ASSOCIATION HAS REMOVED/IMPOUNDED ITEMS FROM THE LAUNDRY ROOM/STORAGE AREA AT \_\_\_\_\_, DUE TO IMPROPER STORAGE. THESE ITEMS MUST BE CLAIMED WITHIN 60 DAYS OF REMOVAL/IMPOUNDMENT DATE. TO CLAIM THESE ITEMS YOU SHOULD CALL THE ASSOCIATION OFFICE. IF THE ITEMS ARE NOT CLAIMED WITHIN 60 DAYS, THEY WILL BE PRESUMED ABANDONED AND DISPOSED OF.

**Minimum charge: \$65.00 per truckload; with a minimum charge of \$65.00.**

Thank you for your cooperation.

Sincerely,

Dana Cross  
Covenants Director

Removed by \_\_\_\_\_

Date Removed \_\_\_\_\_

Time Removed/Impounded \_\_\_\_\_